

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PARCEL SELECT CONTRACT 44 (MC2021-42)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2021-43

**USPS NOTICE OF AMENDMENT TO
PARCEL SELECT CONTRACT 44, FILED UNDER SEAL**
(January 24, 2022)

The Postal Service hereby provides notice that the terms of Parcel Select Contract 44, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Parcel Select Contract 44 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one business day following the day that the Commission completes its review of this filing.

The Postal Service is also filing supporting financial documentation and a certified statement as required by 39 C.F.R. § 3015.5. The certified statement required by 39 C.F.R. § 3015.5(c)(2) is provided in Attachment B. A redacted version of the supporting financial documentation is included with this filing as a separate Excel file. The Postal Service's original application for non-public treatment in this docket is hereby incorporated by reference for the protection of these materials.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

Sean C. Robinson

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January 24, 2022

ATTACHMENT A

REDACTED AMENDMENT TO PARCEL SELECT CONTRACT 44

AMENDMENT #1
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PARCEL SELECT SERVICE

WHEREAS, the United States Postal Service (the “Postal Service”) and [REDACTED] (collectively known as “Customer”) entered into a Shipping Services Contract, Parcel Select Contract [REDACTED], regarding Parcel Select Service on [REDACTED].

WHEREAS, the Parties desire to amend certain provisions of the Contract as more particularly stated herein.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below (the “Amendment”). The existing Contract remains unchanged in all other respects. This Amendment shall become effective one (1) business day following the day on which the Commission issues all necessary regulatory approval (the “Amendment Effective Date”).

I. Contract Packages and Manifest. Subject to Section III of this Amendment, Sections I.B (Contract Packages) and I.D (Manifest) are hereby amended and replaced in their entirety as shown below.

“B. Contract Packages. This Contract applies to Customer’s outbound packages of the following types (collectively “Contract Packages”) as follows:

1. Parcel Select pound rated DSCF [REDACTED] packages, and not addressed to any ZIP Codes in Attachment A (“PSH DSCF [REDACTED]”);
2. Parcel Select pound rated DDU entry packages, not addressed to any ZIP Codes in Attachment A (“PSH DDU [REDACTED]”);
3. Parcel Select pound rated DDU entry packages addressed to any ZIP Code in Attachment A (“PSH DDU [REDACTED]”); and
4. Parcel Select Lightweight Destination Delivery Unit (“DDU”) entry packages [REDACTED] (“PSLW”).

Contract Packages will be delivered by the Postal Service Monday through Saturday [REDACTED]

- D. Manifest. Customer will manifest Contract Packages as specified by the Postal Service, using a separate permit number to ship such packages, and will use the Electronic Verification System (“eVS”), successor eVS system or other approved payment method directly with the Postal Service (without intermediaries or Third Party Payment vendors), and shall endeavor to provide accurate package dimensions within each manifest. For avoidance of doubt, Customer’s packages shipped using a different pay method are not covered by this Contract and will not receive Contract Prices in this Contract. The Parties have mutually agreed to specific Customer Registration ID, Mailer ID and Payment Method information that must be associated with Contract Packages. Contract pricing for any newly approved payment methods will be effective within fifteen (15) business days after the Postal Service receives written notification from Customer. Only Contract Packages, [REDACTED]

[REDACTED] (“Total Parcel Select Volume”) count toward [REDACTED] expressed in this Contract.

Customer’s Contract Packages are [REDACTED]

- II. **Contract Calendar.** Section I.E (Contract Calendar) is hereby amended by supplementing Table 1 shown therein to add a new row at the end of Table 1 to show a new Contract Year 6 per the extended Term of the Agreement pursuant to this Amendment:

[REDACTED]

- III. [REDACTED] contemplated under the Contract are hereby amended as follows:

a.

[REDACTED]

b.

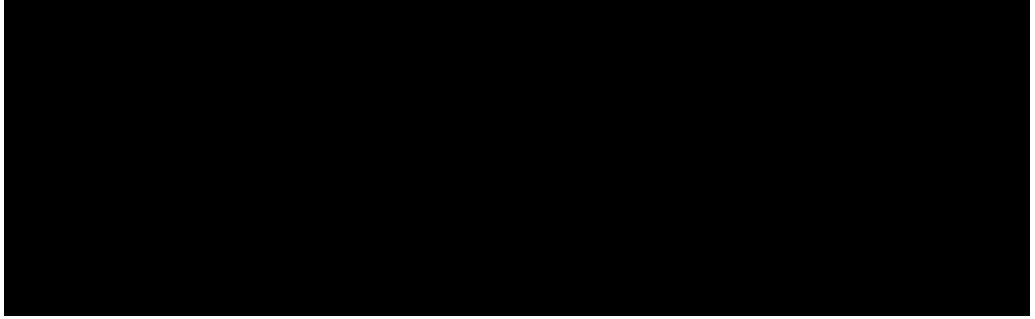
[REDACTED]

- i. Notwithstanding Sections I.F. [REDACTED] and I.H.2 [REDACTED] of the Contract, the Parties agree to delay the application of [REDACTED] as contemplated under this Amendment [REDACTED]

[REDACTED] Beginning with [REDACTED] and for the remainder of the Contract, the [REDACTED] as defined under this Amendment such that, [REDACTED] the term [REDACTED] shall be deleted and replaced with the term [REDACTED] in each of the following places: (1) the first paragraph of Section I.F.1, (2) the first paragraph of Section I.F.3.ii, and (3) the first paragraph of Section I.H.2.

ii.

[REDACTED]



IV. New CY2 Surcharge. Section I.H (Contract Surcharges) is hereby supplemented to add a new subsection 7 which shall read as follows:

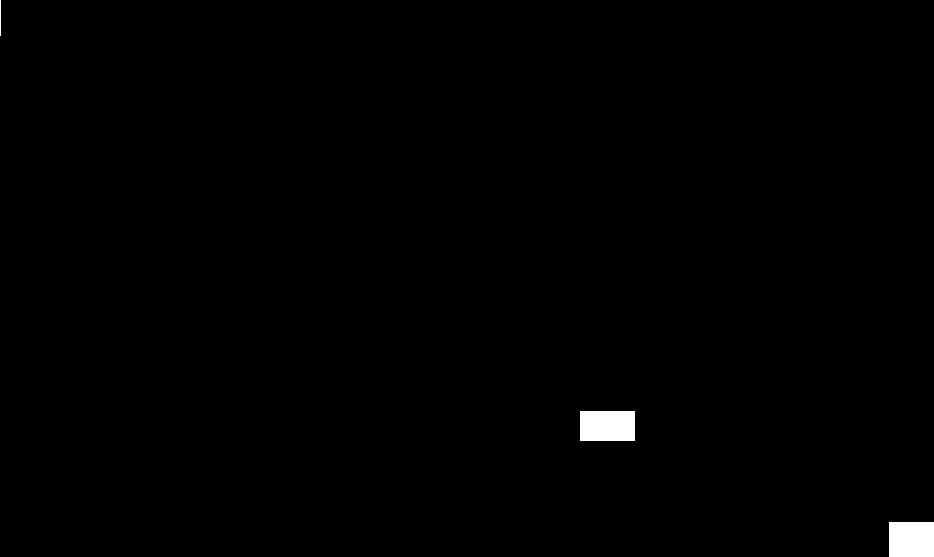
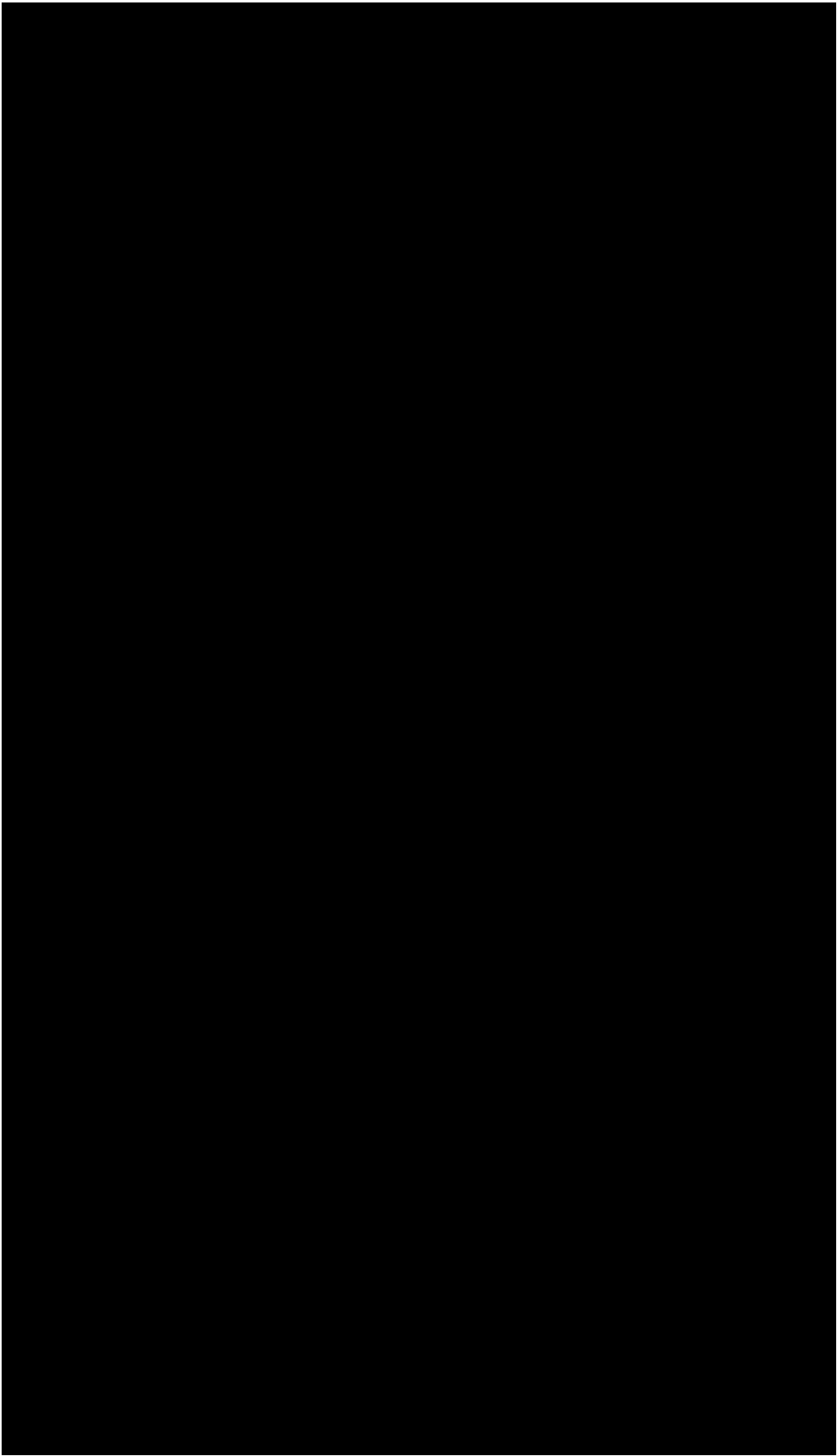
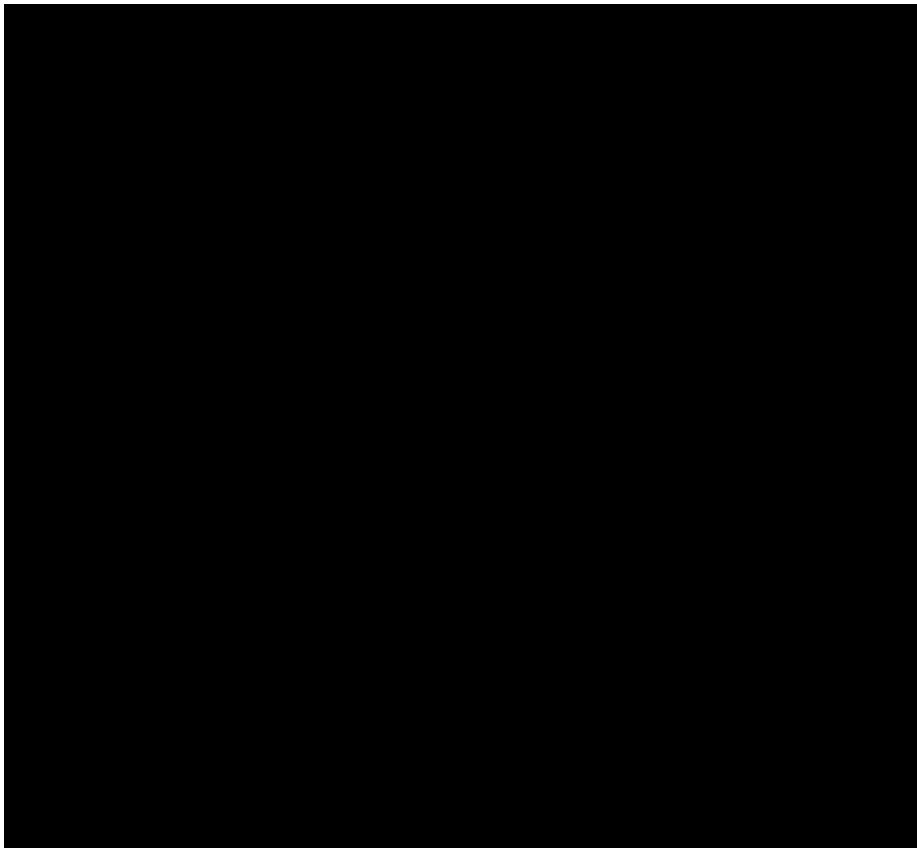
“7.  ”

Table I.H.7

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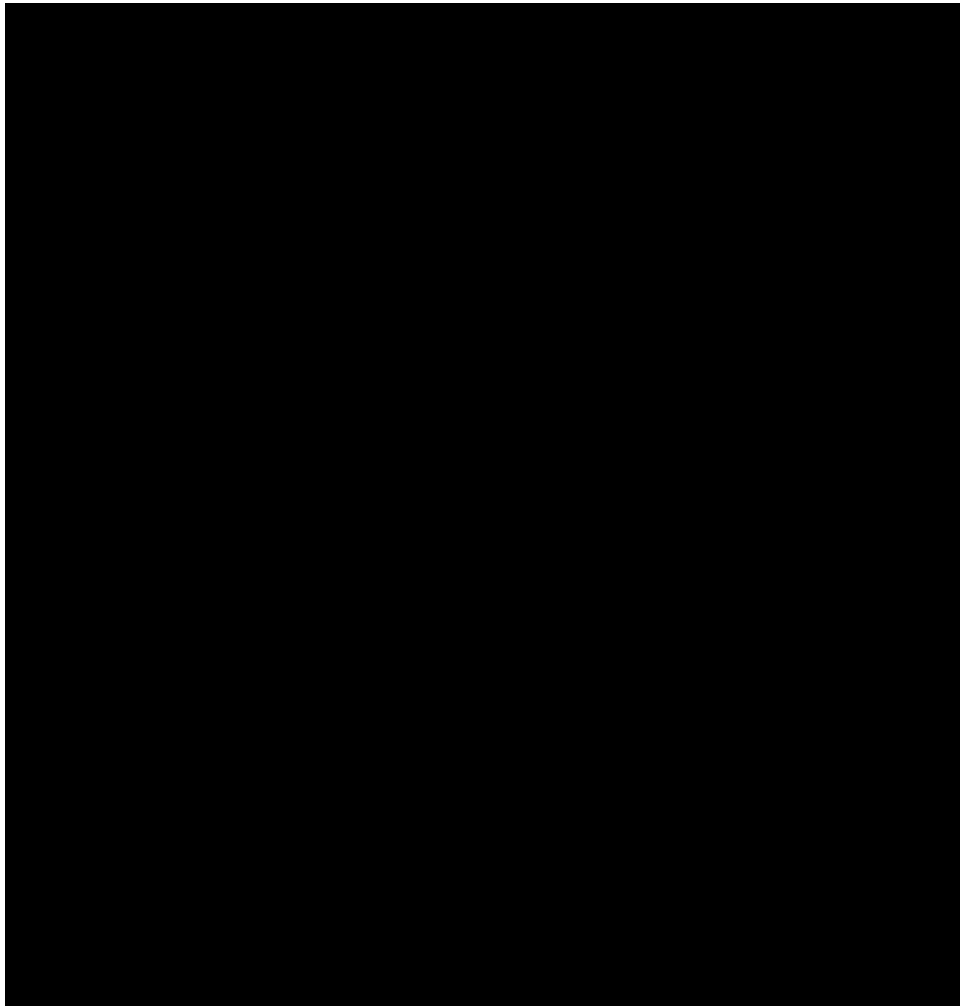


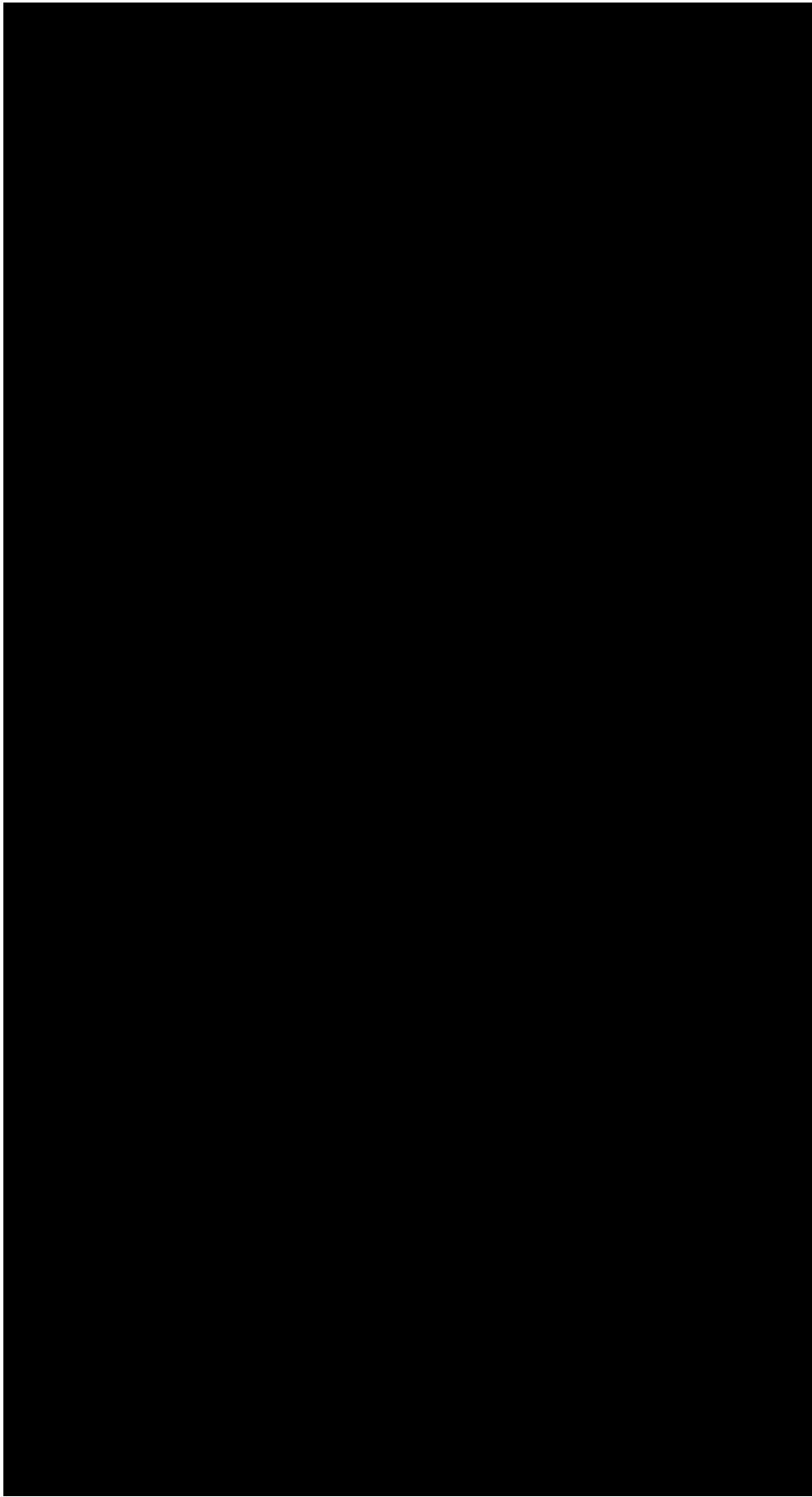
- V. **Contract Pricing.** Section I.I (Contract Pricing) is hereby amended by (a) deleting and replacing subsection I.I.2 in its entirety, (b) deleting and replacing the first paragraph of subsection I.I.3 in its entirety (no amendments made to the other paragraphs within subsection I.I.3), (c) deleting and replacing Table 3 within subsection I.I.3, and (d) adding a new subsection I.I.9 [REDACTED] all as further shown below.

“2. 2021 Pricing [REDACTED]
[REDACTED]

a. [REDACTED]

b.





[REDACTED]

[REDACTED]

[REDACTED]

3. Subsequent Years Pricing.

[REDACTED]

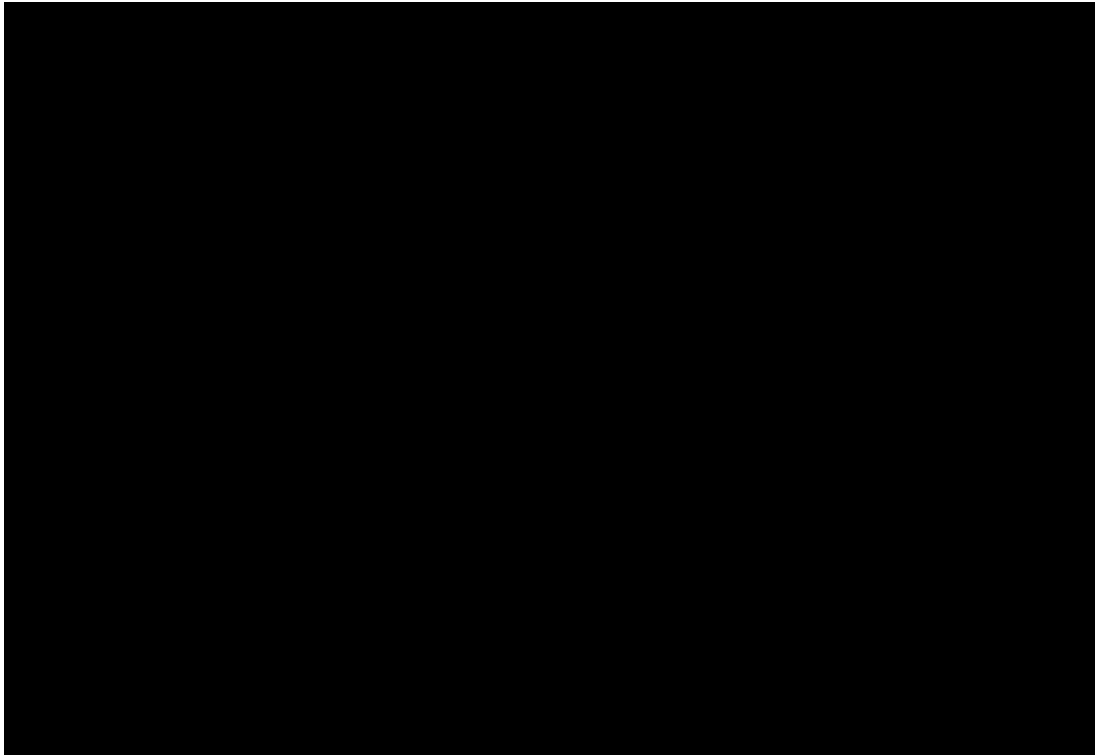
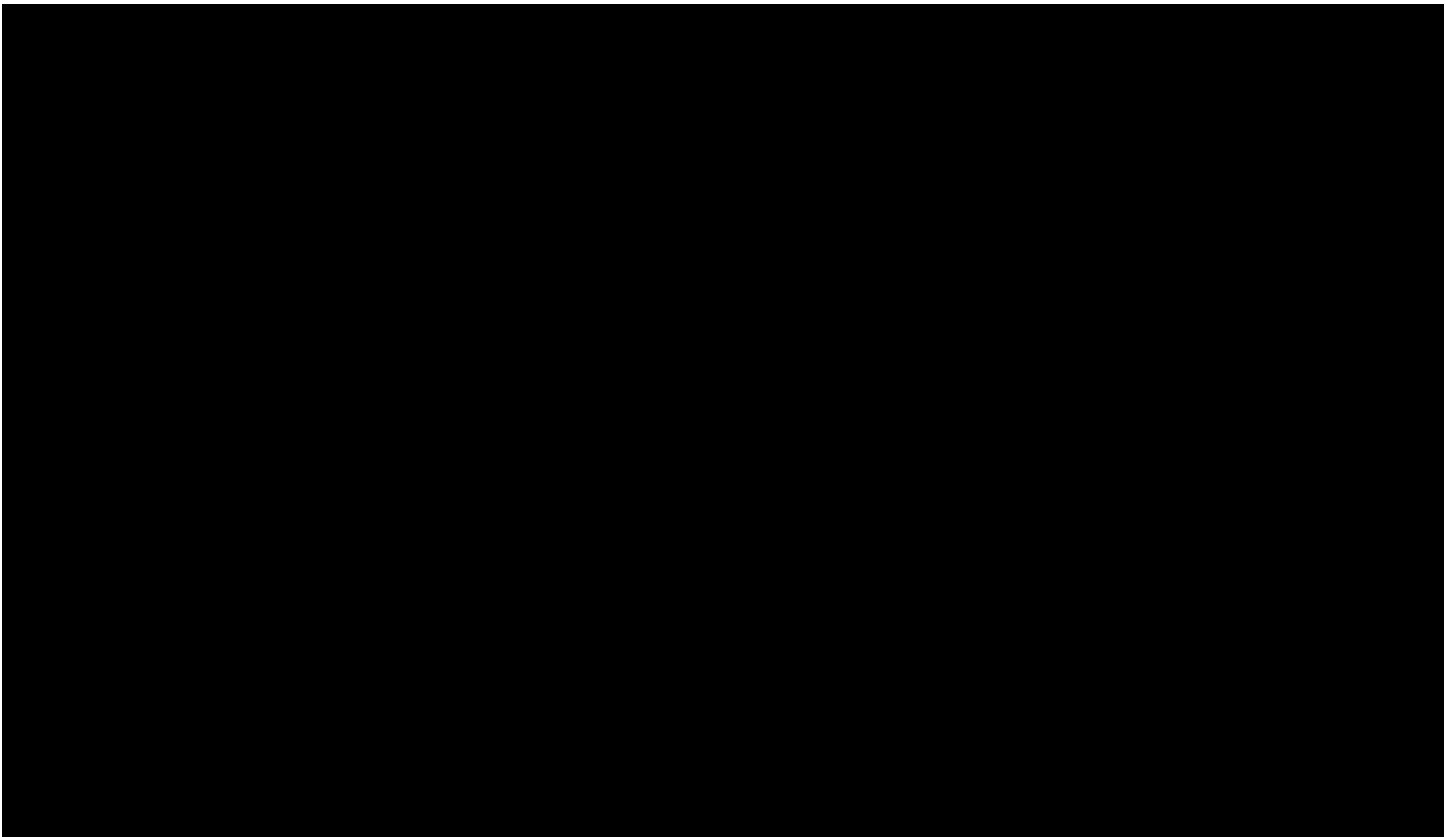
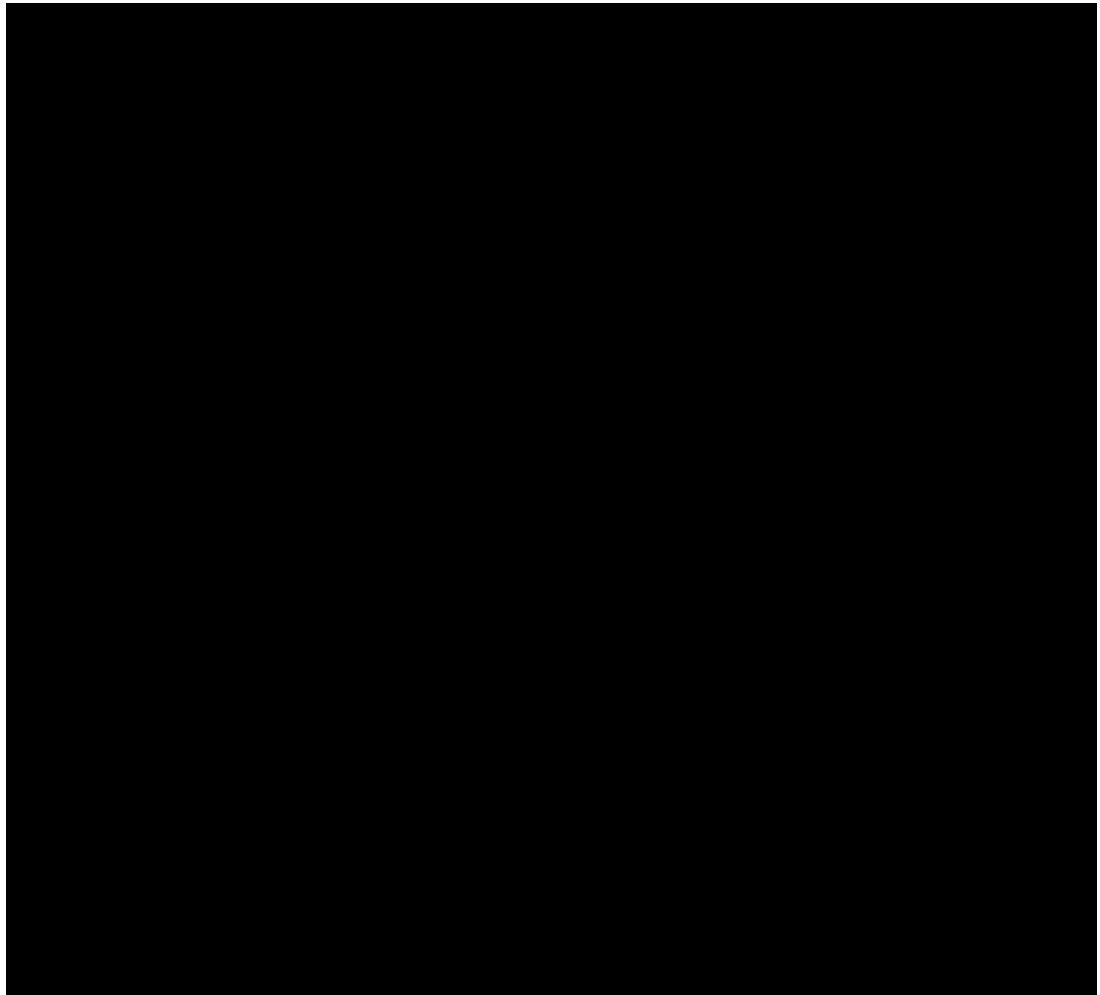
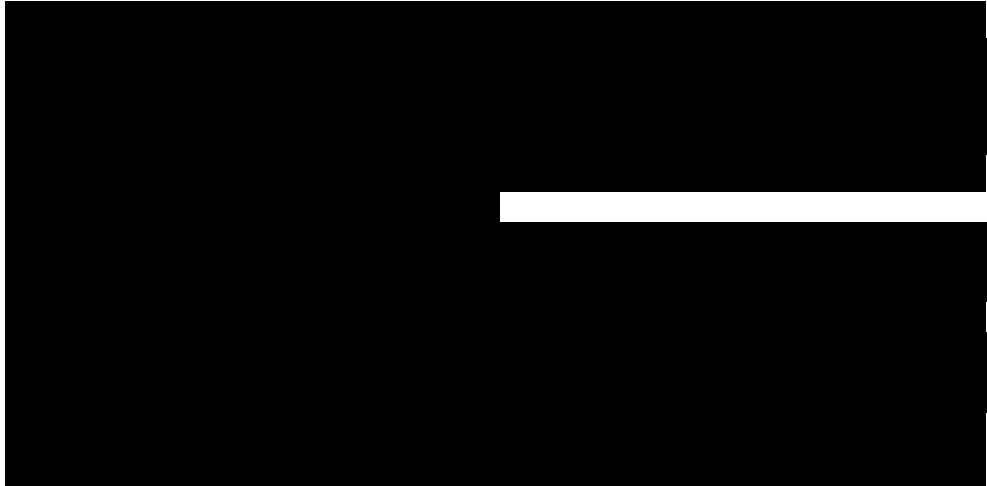
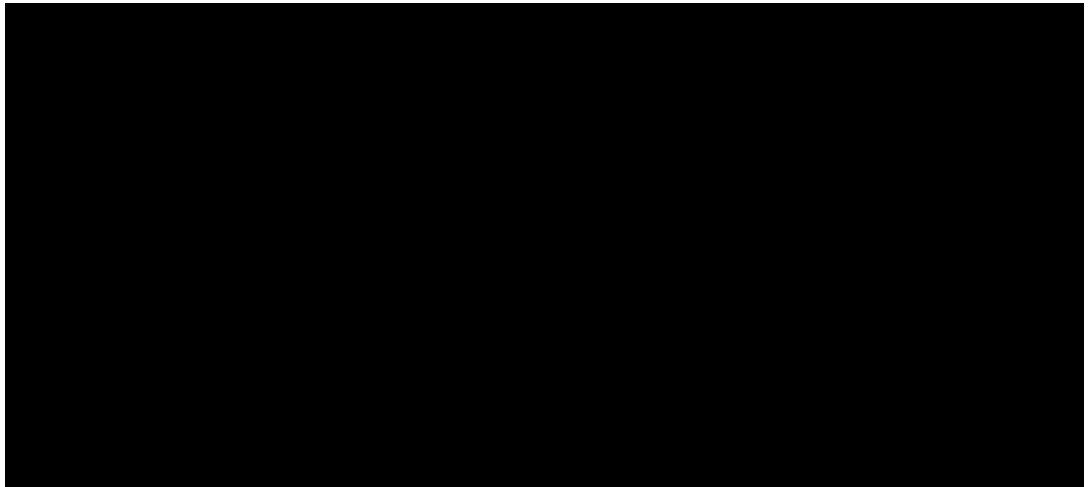
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Table 3

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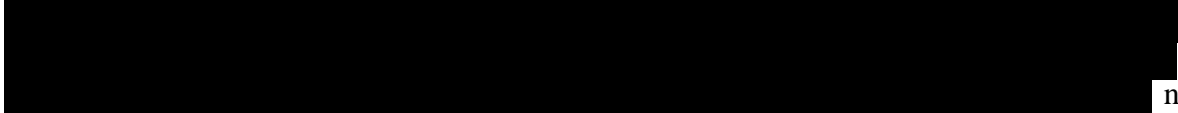
9.





VI. Term. Section III.A (Expiration, Termination) is hereby amended to extend the term of the Contract by changing the current expiration date of “January 31, 2026” to “September 30, 2026”.

VII. Contract Interpretation. The Parties agree that the intent of this Amendment #1 is to



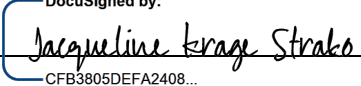
in all respects as of the Amendment Effective Date. The Parties shall take all other actions reasonably necessary to give effect to the intent of this Amendment #1, including, but not limited to,



[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

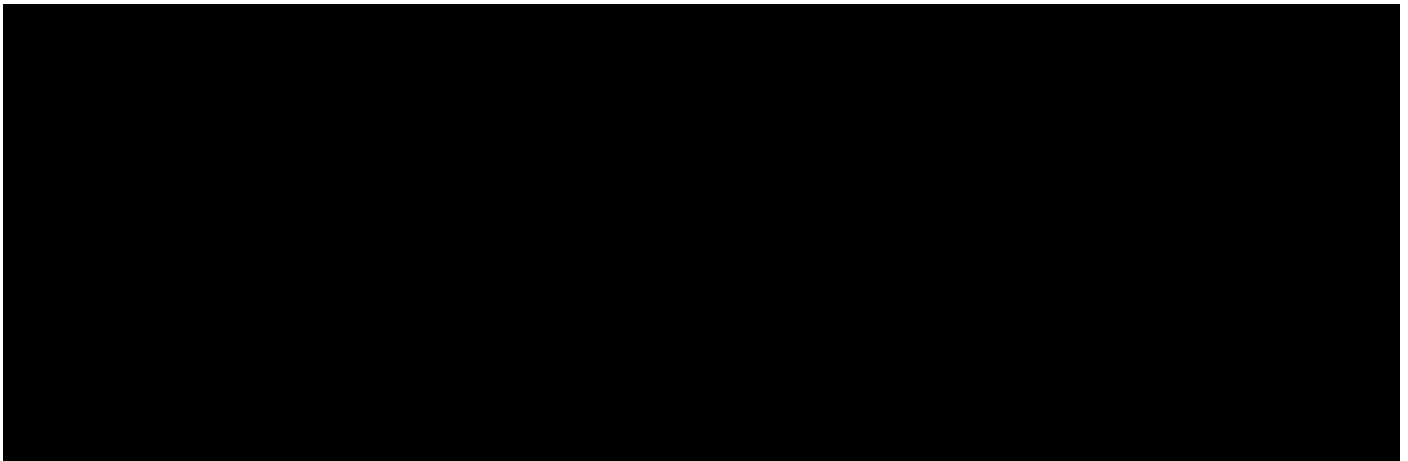
UNITED STATES POSTAL SERVICE

Signed by:  _____
CFB3805DEFA2408...

Printed Name: Jacqueline Strako

Title: Chief Commerce & Business Solutions Officer and Executive Vice President

Date: January 12, 2022



ATTACHMENT B
SIGNED CERTIFICATION

**Certification of Prices for Amendment to
Parcel Select Contract 44**

I, Lisa H. Arcari, Director, Domestic Package Pricing, Finance Department, am familiar with the prices and terms for the amendment to Parcel Select Contract 44. The amended prices and terms contained in this Contract were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates (Governors' Decision No. 19-1).

I hereby certify, based on the financial analysis provided herewith, that the amended prices are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). They are expected to cover attributable costs. There should therefore be no subsidization of competitive products by market dominant products. The amended contract should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

**Lisa
Arcari**

Lisa H. Arcari

Digitally signed by
Lisa Arcari
Date: 2022.01.24
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